1943.

File No. O. Telegraphs /43

A **BRANCH**

Subject:—

Opinions Under the Indian Telegraphs Act, 1885

File No. O Telegraphs /43

Gen. 194 e.

42 S - A

C O N T E N T S

Legal Department File No. O. Telegraphs/43

Sr.No.	R.I./O. No.	Subject.	Pages
		Opinions under the Indian Telegraphs Act, 1885.	
1.	O.N. 5942 6-9-43.	Section 4. In view of the act that the Telephone Coy. is transferred to the Government of Indian under section 4. thus Government cannot insist upon execution of agreement for laying underground cables etc. on property insisting on Provincial Government nor rent can be demanded.	1-3.

JP2.10/7/56.
4 copies.

PHB
21/7/56

NLA
21/7

Submitted.

It seems that permission to lay an extension of underground cables along Road 'E' near the Chrchgate Railway Station, Back Bay Reclamation Schede, was granted to the Bombay Telephone Coy. Ltd. on the usual terms and conditions prescribed by Government and the sanction was communicatdd to the Secretary and Chief Enginaer, Bombay, Telephone coy Ltd. by the Executive Enginner Presidancy Division, in his letter No. 399/A/532 dated 14-1-43 The Secretayy and and Chief Enginaer, Bombay Telephone Coy, was further informed that a formal agreement would be sent to him for execution in due course. He was also asked to arragnge to remit a sum of Rs.501/- (Rs.1/- being the nominal rent for the year 1942-43 and Rs.500/- being the deposit). On 31.3.1943, the Ex.Engr.Presy.Divn. forwarded to the Secy. and the Chief Engineer Bom. Telephone coy. Ltd., xxxxx copies of agreement in duplicate with a request to have them duly stamped and executed. In his letter No.5 A dt.20-4-43 addressed to the Ex.Engr., Presy. Divn., the Secy. and Ch. Engr. Bombay Telephone Coy. Ltd., stated that since the Telephone Co. with effect from 1-4-43 and transferred its undertaking to the Government of India in pursuance of the terms of the Licence giving under section 4 of the Indian Telegraphs Act, 1885, it could not execute the agreement in question relating to grant of permission for the under ground cable along Road 'E'. He further stated that rental payable under the agreements entered into by the Coy. with the P.WD. in respect of poles erected and cables laid on properties in charge of P.W.D.

had already been paid by the Coy. upto 31-3-43 and consequently the subsisting Wayleave Agreements between the Coy. and the P.W.D. may be considered as cancelled. The Supdt. Engineer, N.C. considers that though the Govt. of Indiam has taken the Bombay Tel.Coy.since 1-4-43, all the past liabilities of the Coy. would presumbly be borne by the Govt., and that if this presumption is correct, all the past agreemants executed by the Coy. would remain in force and the Govt. of India would continue to pay the rental due and that in future it would be necessary for the G. of I. to execute agreements in such cases and to pay the rent. This view of the Supdt. Engr. appears to have been accepted as correct by the P.W.D., but before the S.E. is informed accordingly, the papers are referred to R.D., P.&S.D. and R.L.A.

JPE.10/7/56.R
4 copies.

Office of the R.L.A.

The view expressed by the Superintending Engineer, N.C., in para. 2 of his endorsement No. G. 84-Pr./D-365 dated the 15th May 1943 does not appear to be correct. The Legal position has been fully considered in R.L.A.'s opinions Nos. 4286 dated 25-5-1942 and 6724 dated 18-8-1942 in pursuance of which the Executive Engineer cannot insist upon the Central Government to execute an agreement or to pay rent. Neither can an agreement nor rent be demanded from the Central Gove nment for plaicing underground cables or erecting poles on property vesting in the Provincial Government.

Id/- P.N.M. 2/9

Remembrancer of Legal Affairs.

U.R. to P.W.D., No. 5942,

dated the 6th September 1943.

JRE .10/7/56.
4 copies.